

# Exhibit 8: Longbranch Assignment

**AGREEMENT FOR ASSIGNMENT AND ASSUMPTION OF SPECIFIC CONTRACT**

THIS ASSIGNMENT AND ASSUMPTION OF SPECIFIC CONTRACT ("*Assignment and Assumption Agreement*") is made and entered into this \_\_\_\_ day of June, 2016, by and between LONGBRANCH ENERGY, L.P., a Texas limited partnership ("**ASSIGNOR**") and BLACK DUCK PROPERTIES, LLC, a Texas limited liability company ("**ASSIGNEE**").

**Witnesseth:**

WHEREAS, ASSIGNOR has agreed to assign to ASSIGNEE and ASSIGNEE has agreed to assume that certain Purchase & Sale Agreement dated February 19, 2016, by and between The Express Pipeline Connection, LLC, as Seller, and Longbranch Energy, L.P., as Buyer, and attached hereto as Exhibit "A" (the "Contract"); and

WHEREAS, ASSIGNOR is executing and delivering this Assignment and Assumption Agreement for the purpose of assigning and transferring to ASSIGNEE all rights, titles and interest in and obligations under and to the Contract; and

WHEREAS, ASSIGNEE is executing and delivering this Assignment and Assumption Agreement for the purpose of assuming all obligations of ASSIGNOR under the Contract.

NOW THEREFORE, in consideration of the mutual promises of the parties; in reliance on the representations, warranties, covenants, and conditions contained in this this Assignment and Assumption Agreement; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. Consideration: ASSIGNOR shall be paid twenty percent (20%) ("Net Profits Share") of the Net Profits from ASSIGNEE or its successors or assigns during the period of time beginning on the date of first written above (the "Period").
  - a. Net Profits shall mean gross revenues actually received by ASSIGNEE, or its successors or assigns directly from the operation, use, maintenance or sale (including partial sales or conveyances) of the pipe and related facilities commonly known as the P-21 or Express pipeline less actual cost of goods and costs and expenses associated with the operation or sale of the same.
  - b. ASSIGNEE'S obligation to pay the Net Profits Share shall attach and run with the P-21 or Express pipeline and ASSIGNEE binds its successors and assigns to the payment of the Net Profits Share.

For the consideration, covenants and warranties listed herein, ASSIGNOR has ASSIGNED, TRANSFERRED, CONVEYED, DELIVERED and SET OVER unto ASSIGNEE, and, by these presents, ASSIGNOR hereby ASSIGNS, TRANSFERS, CONVEYS, DELIVERS and SETS OVER unto ASSIGNEE all its right, title and interest in and obligations under and to the Contract, and ASSIGNEE hereby assumes the obligations of ASSIGNOR under the Contract.

The parties agree to execute such other and additional legal instruments, consents,

ratifications and other matters as may be reasonably required in order to effectuate the intent of this Assignment and Assumption Agreement. The terms and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their duly authorized officers as of the close of business on the date first above written.

**ASSIGNOR:**

LONGBRANCH ENERGY, L.P.

By: 

Darin Borders, President of Darin  
Borders, Inc., its General Partner

**ASSIGNEE:**

BLACK DUCK PROPERTIES, LLC

By: 

Larry M. Wright, Manager

By: 

Hagan Cole, Manager

By: 

Frank D. Moore